



## **RENTAL TERMS AND CONDITIONS**

- 1.** LESSOR leases to LESSEE and LESSEE hires from LESSOR the Equipment described herein, and LESSEE agrees to pay the specified rental charges in advance during the term hereof.
- 2.** LESSEE shall not encumber this Contract or the Equipment, not permit the Equipment to be removed to a location other than the address shown herein, nor permit any others to use the Equipment without LESSOR'S written consent.
- 3.** LESSEE shall be liable for and shall reimburse LESSOR for amounts equal to any sales, use, license or registration fees levied or based upon the rentals, or the equipment, or the use or the operation thereof.
- 4.** LESSEE agrees to care for the Equipment properly, to use it within its rated capacity and to assure that the equipment is Operated with a Driver's Overhead Guard and Load Back Rest installed except when operating conditions prevent their use, to restrict its use to LESSEE'S qualified personnel and to prohibit anyone other than LESSOR'S authorized personnel to repair or adjust the Equipment and to notify LESSOR immediately of accidents, disabilities, failures or like information concerning the Equipment. LESSEE further agrees to pay for alt damage to the Equipment resulting from improper use or abuse of the Equipment upon receipt of invoices therefor from LESSOR for LESSOR'S costs and expense of repair. LESSEE shall take care of normal needs of the equipment, including supplying fuel, oil and water, daily checking for ""general Condition; including oillevel, cooling system, water and batteries, recharging battery, furnishing LP gas, fuel and cylinders. etc. LESSOR will service and maintain the Equipment in proper working condition and LESSEE agrees to make it available for servicing by LESSOR at reasonable times during LESSOR'S business hours. In the event that LESSEE requires service at times other than LESSOR'S business hours. LESSEE agrees to pay the difference between the straight time and overtime rate for mechanic's overtime.
- 5.** LESSEE agrees that LESSOR shall not be liable to LESSEE nor this Contract be impugned for LESSOR'S failure to repair the Equipment if disabled or furnish substitute Equipment for any reason whatsoever and that LESSOR in no event is or shall be liable for special or consequential damages of any nature whatsoever or however caused.
- 6.** The Equipment is leased f.o.b. LESSOR'S warehouse. and LESSEE agrees not to remove said Equipment\_ to a location other than that show on the reverse side hereof without prior written consent of the LESSOR.
- 7.** LESSEE agrees at the expiration of the term or any extended term hereof or sooner termination of this Contract to return at LESSEEIS expense each-unit of Equipment to LESSOR'S warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.
- 8.** LESSEE assumes all risk and liability for and agrees to Indemnity, save and hold LESSOR harmless from all claims and liens, all loss of or damage to the Equipment and all loss.  
Damage, claims, penalties liability and expenses, including attorney's fees, howsoever arising or incurred because of the Equipment or the storage, use or operation thereof. LESSEE, at its own expense, shall carry a minimum of \$500,000 single-limit all-risk insurance, and shall keep all Equipment insured at



its full insurable value against fire and theft and under extended coverage. LESSEE shall furnish LESSOR with certificates of insurance designating LESSOR and Its assigns as insured parties under the policy which certificates shall provide for ten (10) days prior written notice of cancellation. The insurance so provided shall be effective during the period from the moment of delivery of each unit under lease to LESSEE until the moment of return or surrender of possession to LESSOR or his authorized representative.

**9.** If LESSEE fails to pay any rental or other sum payable hereunder when due, or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this Contract. LESSOR may immediately terminate this Contract by notice in writing to LESSEE and repossess all items of Equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due and unpaid, plus a reasonable amount for attorney's fees and such expenses as may be expended in the repossession of the Equipment. The remedies provided herein in favor of LESSOR shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in LESSOR'S favor, existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing it is delivered to LESSEE, personally, or sent by mail addressed to LESSEE at the address set forth upon the reverse side hereof.

**10.** This is a Contract of rental only and nothing herein conveys to LESSEE any right, title or interest in or to any of the Equipment, except as a LESSEE.

**11.** Payment terms are due upon receipt. A 3% surcharge will be applied for using a credit card.

**12. INSURANCE:** Lessee shall maintain Commercial General Liability insurance per ISO form CG0001 or manuscript form(s) providing equivalent coverage with limits of not less than \$1,000,000 each occurrence, with a \$2,000,000 general aggregate on a per project basis. Such policy shall include all major aspects of coverage including but not limited to Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Personal and Advertising Injury, Independent Contractors and Contractual Liability. The policy shall include LiftX Rentals, Illinois Lift Rentals LLC, Illinois Lift Equipment Inc, & Viper Lift Trucks LLC and any of its assigns and/or affiliate entities, their respective directors, officers, employees and agents, as Additional Insured Lessor of Leased Equipment per ISO form CG2028 or manuscript form(s) providing equivalent coverage. The coverage for the Additional Insured's must be Primary and Noncontributory and shall also include a Waiver of Transfer of Rights of Recovery Against Others endorsement per ISO form CG2404 or its equivalent which form(s) must be accepted and approved by lessor or its insurance/risk manager.

Lessee shall maintain Commercial Automobile Liability Insurance with limits of at least \$1,000,000 per occurrence and shall include coverage for hired and non owned vehicle liability when operating a vehicle in conjunction with the rented equipment. The policy must provide coverage for the Additional Insured Parties, either by policy terms or by endorsement attached to the policy, for any liability incurred by any of them due to the actions of the Lessee

Lessee shall maintain "All Risk" property insurance for the full replacement value of the rented equipment. The policy shall include coverage for property of others in your care, custody and control including coverage for theft of equipment.



Lessee shall maintain Workers Compensation insurance which shall meet or exceed the statutory requirements set by the State of Illinois and shall include Employer's Liability insurance. The Employer's Liability insurance shall afford a limit of not less than \$1,000,000.

Lessee shall provide a certificate of insurance to LiftX Rentals evidencing above insurance coverages and specifying that coverage will not be cancelled without 30 days prior written notice to LiftX Rentals unless the cancellation or termination is for non-payment of premium and in such case the notice required shall be ten (10) days. Any insurance maintained by any of the additional insured parties shall be excess of Lessee's insurance.

**CUSTOMER RESPONSIBILITIES WHILE ON RENT:**

1. CHECK FLUIDS DAILY
2. CUSTOMER DAMAGE OR ABUSE
3. EXCESSIVE TIRE WEAR, INCLUDING FLAT REPAIRS
4. ALL APPLICABLE TAXES
5. RETURN UNIT FULL OF FUEL OR BE CHARGED
6. A REFUELING CHARGE @ \$10 PER GALLON
7. PROOF OF INSURANCE